

# Winter Maintenance Agreement

Agreement made this day of October 15, 2024.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

hereinafter referred to as "West Grey"

- and -

**THE CORPORATION OF THE COUNTY OF GREY**

hereinafter referred to as the "County"

**WHEREAS** the County has authority over Grey Road 27, in the Municipality of West Grey, in the County of Grey;

**AND WHEREAS** the County wishes to request that West Grey provide winter maintenance services on a portion of Grey Road 27;

**AND WHEREAS** West Grey wishes to invoice the County at the end of each winter season for costs incurred in providing those services;

**NOW THEREFORE** in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

## 1.0 Definitions

- 1.1 "Agreement" means this Agreement, its appending schedules and all instruments amending it.
- 1.2 "Schedule 'A'" means the map of Grey Road 27 as attached hereto.
- 1.3 "Winter Maintenance Season" means the continuous period of time between the fifteenth (15<sup>th</sup>) day of November and the first (1<sup>st</sup>) day of April.

## 2.0 Term and Termination

- 2.1 This Agreement shall be effective on November 15<sup>th</sup>, 2024, and shall continue until November 14<sup>th</sup>, 2027 (the "Initial Term"). The term of this Agreement shall automatically renew at the end of the Initial Term for an additional term of two (2) years, commencing on November 15<sup>th</sup>, 2027, and shall continue until November 14<sup>th</sup>, 2029, (the "Renewal Term"). Collectively, the Initial Term and the Renewal Term shall hereinafter be referred to as (the "Term").
- 2.2 This Agreement may be terminated by either party during the period of May 1 to August 31 throughout the Term, upon thirty (30) days' written notice.

## 3.0 Roads Subject to this Agreement

Road Name	Road Classification	Location Description	Distance One Way
Grey Road 27	4	From the King's Highway No. 6, westerly to the Junction of Grey Road 4. See attached map in Schedule A.	Approximately 0.425 kilometres

## 4.0 Obligations of West Grey

- 4.1 West Grey shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.
- 4.2 West Grey shall attend to winter events on the road that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season throughout the Term of the Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the minimum standards set forth in regulations made by the Minister of Transportation as contemplated in section 44(4) of the Act (the “Minimum Maintenance Standards for Municipal Highways”) where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.

## 5.0 Obligations of the County

- 5.1 The County shall be responsible for all removal of snow beyond the width of the road and shoulders if required.
- 5.2 The County shall be responsible to provide snow blowing services required within the right of way.
- 5.3 The County shall be responsible for the drainage maintenance of the road, including but not limited to the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- 5.4 The County shall be responsible for the surface maintenance of the road, including the repair of potholes, cracks and depressions.

## 6.0 Reimbursement

- 6.1 West Grey shall invoice the County for a lump sum total of \$6,844.79 no later than May 31, 2025 for work undertaken in the 2024/2025 Winter Maintenance Season. The amount invoiced by West Grey will increase by two (2) percent per year for each subsequent Winter Maintenance Season throughout the Term. The County shall provide payment to West Grey no later than 30 days from receipt of the invoice.

## 7.0 Indemnification

- 7.1 The County agrees to defend, indemnify and save and hold harmless West Grey from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of its obligations under the terms of this Agreement.
- 7.2 West Grey agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of its obligations under the terms of this Agreement.

## 8.0 Insurance

- 8.1 Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000);
  - i) Inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
  - ii) Cross liability and severability of Interest clauses;
  - iii) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
  - iv) Non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including SEF 96 (contractual liability);
  - v) Products and completed operation coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
  - vi) A thirty-day written notice of cancellation, termination or material change.
- b) Automobile liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) Sudden and Accidental Environmental Liability Insurance from an insurer licensed in the Province of Ontario, for Two Million Dollars (\$2,000,000.00), per occurrence, to indemnify and hold harmless the County.

8.2 Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.

8.3 Each party agrees to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to Grey Road 27.

## 9.0 Health and Safety, WSIB

9.1 West Grey is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees.

9.2 West Grey shall, throughout the Term of the Agreement, provide evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

9.3 West Grey shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

## 10.0 Force Majeure

10.1 Neither the County nor West Grey shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergencies, strikes and generally as a result of any event that is beyond the reasonable control of the County or West Grey.

10.2 The County and West Grey agree that in the event of a disaster or force majeure the parties will co-operate and will each make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

## 11.0 Governing Law

11.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

## 12.0 Severability

12.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

## 13.0 Entire Agreement

13.1 This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the roads which are subject to this Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to winter maintenance for the roads which are subject to this Agreement, except as provided in this Agreement and the attached Schedule.

## 14.0 Waiver and Amendment

14.1 Except as expressly provided in this Agreement no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

## 15.0 Successors and Assigns

15.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

## 16.0 Notice

16.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For West Grey:

Clerk, West Grey  
Municipality of West Grey  
402813 Grey Road 4  
RR 2 Durham, ON N0G 1R0  
Fax: 519-369-5962  
[clerk@westgrey.com](mailto:clerk@westgrey.com)

For the County:

County Clerk, County of Grey  
595 9<sup>th</sup> Ave East  
Owen Sound, ON N4K 3E3  
Fax: 519-376-8998  
[countyclerk@grey.ca](mailto:countyclerk@grey.ca)

16.2 If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

## 17.0 No Partnership

17.1 Nothing in this Agreement gives rise to a partnership or joint venture between the County and West Grey or to an employment relationship between the County and the employees or volunteers of West Grey in the provision of service under this Agreement.

## 18.0 Adherence to Laws

18.1 Both parties agree to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above:

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY:**

---

Kevin Eccles, Mayor

---

Jamie Eckenswiller, Clerk

We have the authority to bind the Corporation.

**THE CORPORATION OF THE COUNTY OF GREY:**

---

Brian Milne, Warden

---

Tara Warder, Clerk

# SCHEDULE A

Grey Road 27: Distance = 0.425 kilometres

